

**CONTRACT NO: 12-11-15-14**

**Mobile Meat Processing Lab**

Bid packets must be received by  
3 p.m.  
December 7, 2012

Delaware State University  
Room 321  
New Administration Building  
1200 North DuPont Highway  
Dover, DE 19901-2277

Point of Contact  
Jessica Wilson  
(302) 857-6272  
(302) 857- 6278

TO: ALL BIDDERS

The enclosed packet contains an "INVITATION TO BID" for Mobile Meat Processing Lab. The bid consists of the following documents:

**INVITATION TO BID – CONTRACT NO. 12-11-15-14**

1. Definitions and General Provisions
2. Special Provisions and Specifications
3. Bid Quotation Reply Section
  - a. Non-Collusion Statement and Acceptance
  - b. Bid Reply Section

Your bid and the Bid Reply Section must be executed completely and correctly and returned in a clearly marked envelope by 3:00 p.m., Friday, December 7, 2012, to be considered.

Please review and follow the information and instructions contained in the General Provisions and this Invitation to Bid. Should you need additional information, please call Jessica Wilson at (302) 857-6272.

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit bids and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Delaware State University reserves the right to extend the time and place for the opening of bids from that described in the advertisement, of not less than two (2) calendar days notice be certified delivery, facsimile transmission, or by verifiable electronic means to those bidders who obtained copies of the plans and specification or contract descriptions. Delaware State University reserves the right to reject any and all items, bids and waive all informalities.

**SECTION 100.00 BID GENERAL INFORMATION:**

**Whenever the following terms are used, their intent and meaning shall be interpreted as follows:**

<b>State:</b>	The State of Delaware
<b>Board:</b>	The Delaware State University Board of Trustees
<b>University:</b>	The Delaware State University
<b>Designated Official:</b>	The person authorized to act for the Delaware State University Board of Trustees
<b>Inspector:</b>	Individual authorized by the University to act as its agent to inspect any feature of the material or work entering into the contract
<b>Bidder:</b>	Any individual, firm or corporation submitting a bid in the proper required form for furnishing the material and/or accomplishing the work as specified and acting directly or through a duly authorized representative
<b>Contractor:</b>	Any individual, firm or corporation with whom a contract is made by the University
<b>Surety:</b>	The corporate body which bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for this acceptable performance of the work for which he has contracted
<b>Bid:</b>	The offer of the bid submitted on the approved form and setting forth the bidder's prices for furnishing material and/or performing work described in the specifications
<b>Advertisement For Bid:</b>	The public announcement that the University is inviting bids covering work to be performed or materials or equipment to be furnished
<b>Bid Bond:</b>	The security designated in the bid to be furnished by the bidder as a guaranty of good faith to enter into a contract with the University if the work to be performed or the materials to be furnished is awarded to him
<b>Special Provisions:</b>	Special provisions are specific clauses setting forth conditions or requirements peculiar to the contract under consideration and covering the work, materials, products, or equipment involved in the bid
<b>Contract:</b>	<p>The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following:</p> <ul style="list-style-type: none"><li>A. Bid by firm or individual furnishing materials and/or services</li><li>B. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda (Sect 100, 200, 300, 400 inclusive) of the bidding documents</li><li>C. Approved University purchase order</li></ul>
<b>Performance, Labor &amp; Material Payment Bond:</b>	The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the Special Provisions.

**SECTION 200.8 NON-COLLUSION STATEMENT**

Delaware State University  
Office of Purchasing  
Dover, DE 19901-2275

Gentlemen:

This is to certify that the undersigned bidder

\_\_\_\_\_ has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid for Contract No. \_\_\_\_\_ or any part(s) thereof, submitted to the Delaware State University on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNATURE OF BIDDER

\_\_\_\_\_

CORPORATE SEAL

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Secretary

SWORN to and SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

City of \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public

## **SECTION 200.00 PROPOSAL REQUIREMENTS AND CONDITIONS**

### **ALL PROPOSALS MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:**

#### **SECTION 200.1 Presentation of Bids**

A. Bids shall be presented on the forms issued with the specifications. Special lease, or rental bids may be presented on vendor's forms. All blanks shall be properly filled in. Live signatures are required. Any alterations, erasures shall be initialed by bidder. The bid form shall be executed to show the amount bid. The total amount of the bid submitted shall be typed, or clearly printed in ink.

B. Bids shall be received at the Office of Purchasing, (unless otherwise indicated), Delaware State University, 1200 N. DuPont Highway, Dover, Delaware, 19901-2277, not later than the time stated in the advertisement. Bids will be received in a sealed envelope and plainly marked as follows:

**Contract No.:**

**Name of Bidder:**

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**Date of Opening:**

C. No responsibility shall be attached to any persons for the premature opening of any bids not properly identified. (See "B" under Paragraph 1).

D. The bidder bears all responsibility for insuring that their bid is received on time. Delaware State University bears no responsibility for bids being received late.

#### **SECTION 200.2 Bid Guaranty**

A. All bid bids exceeding \$10,000 in cost, shall be accompanied with a bid bond or certified check drawn on a solvent bank or trust company licensed to do business with the State of Delaware unless WAIVED under section titled: "Special Provisions." The bid bond or certified check shall be drawn to the order of the Delaware State University in the amount of at least ten percent (10%) of the total price (including all alternates).

B. Upon the execution of a formal contract and agreement, the Bid Bond will be returned to the successful bidder. The deposits of the unsuccessful bidder will be returned to them immediately upon the awarding of the contract, or the rejection of all bids, but in any event, no later than ninety (90) days after the opening of the bids.

C. Should a successful bidder, on being notified in writing by the University, fail to execute the Notification of Award and Agreement contract and furnish satisfactory Performance, Labor and Material payment bond (if requested under Special Provisions) within twenty (20) days from date of receipt, the award of the contract may be rescinded and the certified check or bid bond become liable up to the full amount and the bidder liable for any difference in the bid, which the University may be obligated to award to another bidder because of the omission or refusal of the successful bidder to execute the contract and Performance bond as aforesaid.

D. If no award of the contract is made, all checks will be returned to the depositor within ninety days of the opening bid.

#### **SECTION 200.3 Bid Withdrawal**

A. A bidder may withdraw his bid after it has been deposited with the University if such request is made prior to the time set for the opening of the bid.

B. Any bidder exercising the privilege of withdrawing his bid (bids) waives all claims that may arise should it be found that his opened bid, is for any reason, unacceptable to the University.

#### **SECTION 200.4 Bid Openings**

A. Bids will be opened publicly and read at the place designated by the University, on the date and at the hour set forth in the advertisement. Bidders, or their authorized representatives, are invited to be present.

B. Bids received after the time set for the public opening will not be given consideration and will be returned, unopened, to the bidder.

### **SECTION 200.5 Rejection of Bids**

Any one (1) or more of the following causes may be considered sufficient reason for the disqualification of a bidder and the rejection of his bid:

- A. Evidence of collusion among bidders and failure to execute non-collusion statement and execute Order 11246.
- B. More than one (1) bid for the same contract from an individual firm, or corporation under the same, or different names. (excluding special lease or rental bids). This does not apply to agents, or brokers representing more than one principal, when separate bids are submitted.
- C. Unsatisfactory performance record as proven by past experience with the University.
- D. Delaware State University may request prospective bidders to answer a questionnaire and file a financial statement containing a complete statement of the bidder's financial ability and experience in performing such work. If the University is not satisfied with the sufficiency of the answers to the questionnaire or financial statements, the owner may refuse the prospective bidder submitting such unsatisfactory answers access to the plans and specifications for the work and the bid of any such bidder may be disregarded.
- E. Unit prices are obviously unbalanced either in excess, or below reasonable cost analysis value and/or in excess of the budget.
- F. Any unauthorized additions, interlineations, conditioned or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous in meaning.
- G. Lack of bid bond or certified check accompanying unless waived under "Special Provisions."
- H. Delaware State University reserves the right to waive any informality in bids received and to accept or reject any or all items bid.
- I. Failure to submit with bid, the latest manufacturer's technical specifications on substitutions or "or equal" products.

### **SECTION 200.6 Notification of Award and Agreement**

- A. Upon notification by Delaware State University that the bid has been accepted, the successful bidder shall agree to execute a formal contract, within twenty (20) days, with the University, embodying the bid which he has submitted consistent with the specifications, terms and conditions provided (and provide Performance, Labor & Material payment bonds if required under special provisions). Such contract shall make provisions for all Federal, State and City antipollution, conservation and environmental protection ordinances, rules and regulations which will be involved in the execution of the contract. The cost for any anti-pollution, conservation or environmental protection control activity that is not specified in the contract, or otherwise provided for, but becomes necessary, or is deemed desirable by the University after contract has been awarded, shall be paid in accordance with Section 6904 (E) of the Delaware Code.
- B. The notification of award and agreement shall not be considered final until a purchase order has been approved by the University and received by the successful bidder.

### **SECTION 200.7 Termination of Contract**

- A. Delaware State University reserves the right to annul any contract if, in its opinion, there is failure at any time to perform adequately the stipulations of this invitation to bid, and/or the general conditions, special provisions and detailed specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the University materials, products, workmanship or service which is, in the opinion of the University, of an unacceptable quality.

### **SECTION 200.8 Non-Collusion Statement**

- A. Delaware State University requires a sworn statement to accompany all bids, executed by, or on the behalf of the person, or corporation submitting the bid, certifying that such person, or corporation has not either directly, or indirectly participated in any collusion with such contract. The form for this sworn statement is included herein and must accompany bids being submitted.

### **SECTION 200.9 Compliance Certificate**

- A. In compliance with the applicable requirements of Executive Order No. 11246, all bidders submitting bids shall properly execute the "General Compliance Certificate and Agreement of Vendors and Subcontractors" form submitted herein. The form must accompany bids being submitted.

## **SECTION 300.00 GENERAL CONDITIONS**

### **SECTION 300.1 Interpretation of Estimates**

A. The estimate of quantities given in the bid are considered approximate and given as a basis for comparison of bids. Delaware State University reserves the right to increase, or decrease the quantity of any item as deemed necessary.

### **SECTION 300.2 Prices Quoted**

A. Items covered by this bid are exempt of all Federal and State taxes. Such taxes shall not be included in prices quoted.

B. Bids submitted by the bidder shall be binding for a period of ninety (90) days from the opening date of bid unless requested for an additional period of time under "Special Provisions."

C. Delaware State University does receive Federal Grants; therefore, all bidders should keep in mind that the University is entitled to the privilege of using GSA contracts.

### **SECTION 300.3 Use of Trade Names**

A. In every case where a trade name is used for the purpose of identification and simplifications, it shall be understood that merchandise of equal quality and similar features will be subject to acceptance by Delaware State University. However, Delaware State University reserves the right to make the final determination as to whether or not the merchandise offered is in fact of equal quality with similar features.

### **SECTION 300.4 Or Equal Bids**

A. Substitution of products offered by bidders other than specified, may be considered, provided the bidder furnishes (with his bid) the manufacturer's latest brochure, which shall contain complete specifications to enable Delaware State University to compare and determine if article (s) and/or services offered comply with the intent of the specifications herein and will be satisfactory for the work to be accomplished. Failure to provide this information with the bid may result in rejection of bid. Delaware State University shall be the sole judge of equivalencies.

### **SECTION 300.7 Delivery**

A. Time is of the essence and may be a factor considered in making the award. List delivery and/or completion date in indicated space on bid form.

B. The bidder agrees to deliver all equipment and/or perform all work in accordance with its specifications.

C. All cartons and packages being delivered directly, or indirectly to the University shall show identifying purchase order number and contain a packing list indicating quantities being shipped. Deliveries must be made to location indicated on purchase order.

### **SECTION 300.12 Billing**

A. The successful bidder (s) are required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

**Delaware State University**

**Accounts Payable**

**1200 N. DuPont Highway**

**Dover, DE 19901-2277**

### **SECTION 300.13 Terms of Payment**

A. Delaware State University will authorize and process invoices properly identified by a valid purchase order for payment normally within thirty (30) days after date of receipt, completion of services, UNLESS vendor indicates a discount for prompt payment. Such discounts for prompt payment must be clearly indicated on all invoices. Failure to properly identify invoices with a valid purchase order number will result in payment being withheld until such time invoice is identified and/or all changes have been authorized in writing.

### **SECTION 300.14 Funding Out**

A. The continuation of this contract is contingent upon funding appropriation by the Delaware General Assembly and/or funding duly authorized by the Delaware State University Board of Trustees.

## **SECTION 400.00 SPECIAL PROVISIONS:**

**The following “Special Provisions” shall be considered by all Bidders as part of this Contract:**

- 400.0 BID OPENING, TIME AND PLACE: All bids must be received no later than 3:00 P.M., local time, Friday, December 7, 2012. Bids received after this time and date will not be accepted. Bids will be received by the office of Purchasing, Room 321, of the Administration Building, Delaware State University, 1200 N. DuPont Highway, Dover, DE 19901-2277, and will be publicly opened at the time and date indicated above.
- 400.1 CONTRACT REQUIREMENTS: This contract will be issued to construct a custom Mobile Meat Processing Lab for Delaware State University.
- 400.2 CONTRACT PERIOD: The contract for the goods and/or services herein shall be valid from date of contract award through completion of services.
- 400.3 POINT OF CONTACT: The sole point of contact for purposes of this Invitation to Bid is Jessica Wilson, Delaware State University, (302) 857-6272. Any and all changes or modifications affecting this contract in any matter shall be subject to written approval of the Purchasing Department.
- 400.4 PRICES: Prices shall remain firm until all of the terms and conditions contained herein are satisfied.
- 400.5 BID BOND REQUIREMENTS: 10% of Bid Value
- 400.6 PERFORMANCE BOND REQUIREMENTS: 100% of Contract Value
- 400.7 BASIS OF AWARD: This contract shall be awarded to the most responsible bidder who best meets the requirements of the University and the terms and conditions of the bid. The award will be made on the basis of the capability of the vendor, warranty against defects in material and workmanship, quality of proposed agreement, price, and prior service history. Delaware State University reserves the right to reject any or all bids, in whole or in part, to make partial awards, award by type, item for item, or lump sum, whichever may be most advantageous to the University.
- 400.8 PRE-BID MEETING: Waived
- 400.9 DELAWARE BUSINESS LICENSE: All firms must have a Delaware business license as required by Delaware Code, Title 30, Section 2102.
- 401.0 HOLD HARMLESS: The vendor shall agree by offering a bid on this contract that they shall indemnify and hold the State of Delaware and Delaware State University harmless from and against any and all claims for injury, loss of life, or damage to, or loss of property caused, or alleged to be caused, by acts of omissions of the vendor, its employees, and invitees on or about the premises and which arise out of the vendor’s performance, or failure to perform as required by the University in this agreement.
- 401.1 NON-PERFORMANCE: **In the event the vendor does not fulfill its obligations under the terms and conditions of this contract due, the ordering department may purchase any equivalent product and/or service on the open market. Any differences in the cost between the contract prices herein and the price of the open market shall be the responsibility of the vendor. Under no circumstances shall monies be due to the vendor in the event the open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.**



#### **SECTION 400.00 SPECIAL PROVISIONS con't:**

- 401.2 **FORCE MAJEURE:** Neither the vendor nor the University shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other of any situation that may prevent performance under the terms and conditions of this contract.
- 401.3 **BID/CONTRACT EXECUTION:** Both non-collusion statement and the compliance certificate that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State University.
- 401.4 **AMENDMENTS:** The University reserves the right to amend this RFP at any time prior to the opening date. Addendum's, if necessary, will be issued a minimum of three (3) days prior to the date of opening via certified mail, fax or e-mail to all prospective offerors who have picked up or were mailed specifications. All amendments issued by the University must be acknowledged as to the receipt of the same. Each amendment will provide a space for signature to acknowledge receipt. This signed amendment must be included in your bid package. **Failure to include this acknowledgement may be basis for rejection of the bid.**
- 401.5 **PUBLIC INFORMATION:** Offerors must give specific attention to the identification of any portion of their bid that they deem confidential or proprietary information. This information is usually restricted to financial statements, patent or copyright information, or information concerning personnel which is considered confidential.
- 401.6 **SITE INVESTIGATION:** As applicable, offerors are expected to inspect the sites where services are requested and satisfy themselves as to all general and local conditions that may affect or impact the cost of the contract. Under no circumstances, will failure to inspect the site (s) constitute grounds for any claim, or additional costs after the award of the contract.
- 401.7 **CANCELLATION OF CONTRACT:** In the event of unsatisfactory performance, Delaware State University reserves the right to cancel this contract upon written notice.

#### **SECTION 500.00 SPECIFICATIONS:**

##### **All work/Material (s)/services under this Contract MUST MEET OR EXCEED THE FOLLOWING MINIMUM ACCEPTABLE SPECIFICATIONS:**

- 500.1 **COMPLAINCE:** Unless the offerors bid expressively states otherwise, the offerors agrees to comply with all terms, conditions, special provisions, specifications, and addendums of this contract. Any or all exceptions must be clearly identified in the proposal.
- 500.2 **NON-DISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE ACTION:** The policy of the University, both traditionally and currently, is that discrimination against any individual, for reason of race, color, creed, national origin, sex, handicap, or age, is specifically prohibited. Accordingly, the University uses as one of its purchasing criteria, the affirmative action of its vendors in providing equal employment opportunities for all minority groups.
- 500.3 **ASSIGNMENT:** Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.

## Delaware State University

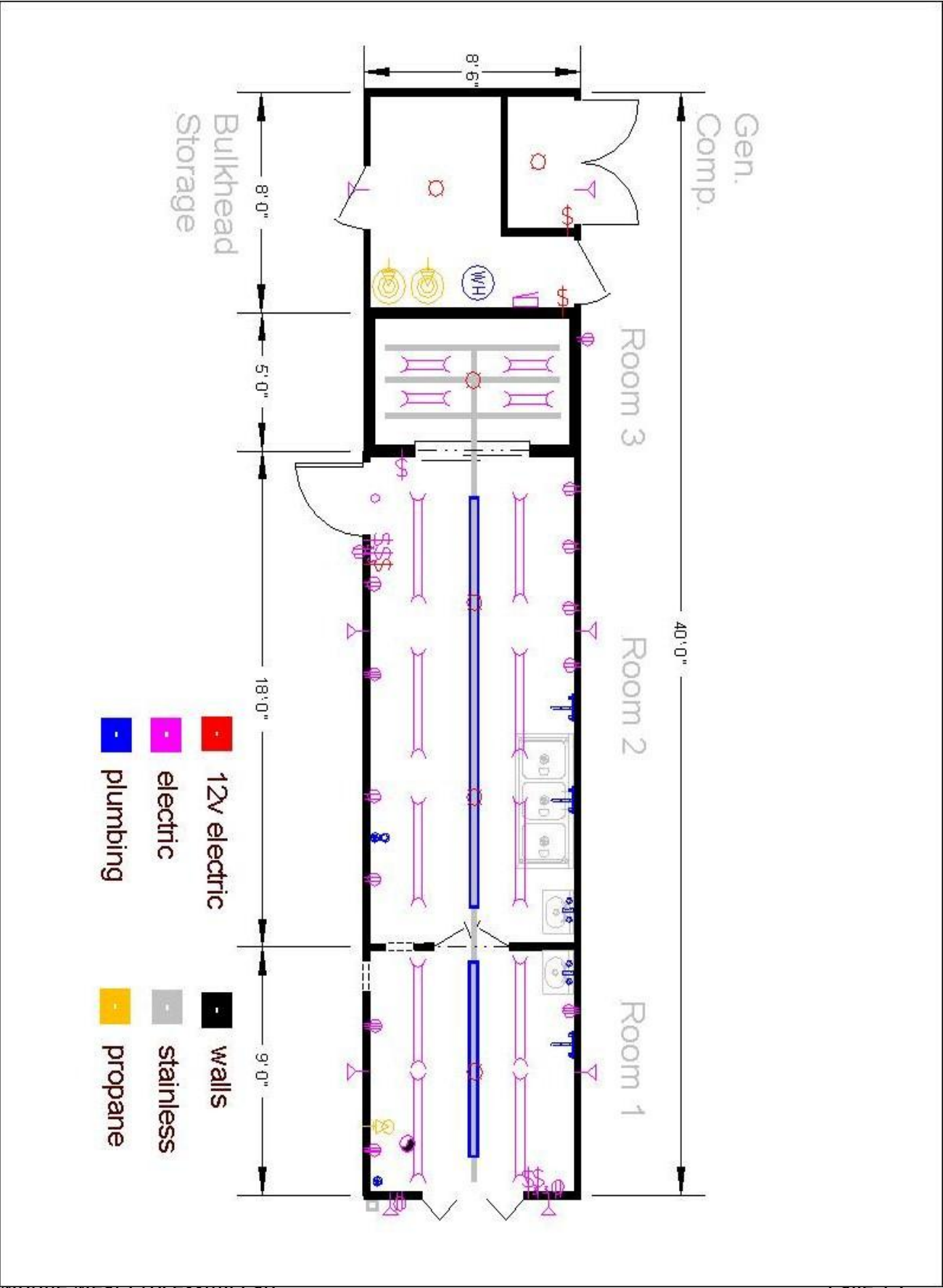
### Mobile Meat Processing Lab Specifications

Contract No. 12-11-15-14

- 40' all aluminum gooseneck trailer
  - 8' 6" ceiling height
  - roof structure sufficient to support overhead rail system
    - rail system details
      - all stainless steel construction
      - 300 lbs. capacity per animal
      - maximum 10 animals
      - length of trailer with side branches in room 3
      - top of rail 10" to 12" from ceiling
    - options
      1. vendor to provide/install rail system
      2. DSU to provide/install rail system
  - 8' 6" wide
  - 48" rear door (double) w/steps
    - option
      - removable loading ramp
    - option
      - aluminum steps
  - 40" insulated impact door (double door) between rooms 1 and 2
  - 32" exterior door in room 2 w/steps
    - option
      - aluminum steps
  - minimum 36" door on room 3
    - option
      - bi parting doors
  - 3" spray foam insulation in walls, floors and ceilings in rooms 1 and 2
  - 5" spray foam insulation in walls, floors and ceilings in room 3
  - washable wall surfaces with sealed seams
    - options
      1. painted aluminum
      2. stainless steel
      3. FRP
  - floors
    - sloped to drains in room 1 and 2
    - non-porous material
    - non-slip surface
  - door thresholds between each rooms to contain wash down water
  - wall structure sufficient to anchor tables, sinks, equipment, etc.
  - davit outside of rear door
    - 500 lbs. lifting capacity

- on left side of door when viewed from rear
    - operational when rear doors are open
  - 18" x 18" opening in wall between rooms 1 and 2
    - **option**
      - closable/sealable door
  - 14" x 10" exterior 'door' in room 1
  - four point leveling jacks
    - **options**
      1. power
      2. auto leveling
  - tandem axles
    - **option**
      - heavy duty axles
    - **option**
      - aluminum wheels
- HVAC
  - three zone temperature control
    - room 1 - (between 65 - 85 °F working temperature)
    - room 2 - (65 °F working temperature)
    - room 3 - (34 °F working temperature)
  - type 2 exhaust hood in room 1
  - ventilation fan in room 2
- Plumbing
  - min. 1/2" hot and cold flexible supply lines to each fixture
  - drains
    - sinks
      - 1 1/2" min. w/air gap
    - equipment
      - 2" min
    - floor drains in rooms 1 and 2
  - on-demand, propane water heater
    - min. 4.5 gpm at 90 °F rise
  - sinks/fixtures (see sink and fixture cut sheets provided as examples)
    - **options**
      - DSU to supply
      - DSU to specify
      - vendor's choice
- Electrical
  - all electrical fixtures, outlets, switches, etc. to be suitable for use in wet environments
  - outlets
    - 8 - 110v interior
    - 3 - 110v exterior
    - 4 - 220v interior
  - sealed fluorescent lights (rooms 1, 2 and 3)
  - min. 20 kw back-up generator
    - diesel powered
  - exterior work lights

- 12 v LED light fixtures in storage and generator compartments, under gooseneck and in rooms 1, 2 and 3
  - emergency exit sign with lights and battery back-up in room 2
- Fuel Supply
  - propane storage tanks
    - propane supply line to room 1
  - diesel storage tank for generator



**Delaware State University**  
**Mobile Meat Processing Lab**  
**Contract No. 12-11-15-14**

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Vendor

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Authorized Signature/ Date

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Address

---

Printed Name

---

Zip Code

---

Telephone Number

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Federal EI Number